

**MEMORANDUM OF UNDERSTANDING**  
between the  
**U.S. DEPARTMENT OF JUSTICE,  
DRUG ENFORCEMENT ADMINISTRATION**  
and  
**U.S. DEPARTMENT OF HOMELAND SECURITY,  
U.S. CUSTOMS AND BORDER PROTECTION**  
regarding  
**SHARING OF LICENSE PLATE READER DATA**

*1. PARTIES*

The Parties to this Memorandum of Understanding (MOU) are the U.S. Department of Justice (DOJ), Drug Enforcement Administration (DEA), and the U.S. Department of Homeland Security (DHS), U.S. Customs and Border Protection (CBP), collectively "the Parties."

*2. PURPOSE*

The purpose of this MOU is to support the missions of DEA and DHS by establishing the terms and conditions for the sharing of the Parties' license plate reader (LPR) data and to authorize further dissemination of the Parties' license plate reader data.

*3. DEFINITIONS*

*3.1. LPR*

"License plate reader" or "LPR" data means the license plate number, state of origin, and digital images collected by either Party after the effective date of this MOU relating to vehicles transiting through ports of entry, checkpoints, or other locations where license plate readers are operated by the parties, and includes the date, time, and location of collection.

*4. AUTHORITIES*

*4.1. DHS*

DHS is authorized to enter into this MOU pursuant to the Homeland Security Act of 2002, Pub. L. No. 107-296 § 101, 102, and 202 as amended, which vests the Secretary of DHS and his or her designee with the authority to enter into agreements with other Executive Agencies to, in pertinent part, ensure that intelligence or other information relating to terrorism and narcotics trafficking that DHS has access to is appropriately shared with any other element of the Federal Government with responsibility for analyzing terrorist and narcotics threat information.

Furthermore, DHS has determined that DOJ access to LPR data, as set forth in the MOU, is appropriate pursuant to authority granted under the provisions of the Comprehensive Drug

Abuse Prevention and Control Act of 1970, as amended, 21 U.S.C. § 801 *et seq.*, in addition to Executive Orders and other guidance applicable to all Federal agencies.

4.2. *DEA*

DEA is authorized to enter into this MOU pursuant to the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended, 21 U.S.C. § 801 *et seq.* The specific authority for DEA to enter into cooperative agreements for the exchange of information between governmental officials concerning the use and abuse of controlled substances is set forth under 21 U.S.C § 873.

5. *RESPONSIBILITIES*

5.1. *Data sharing*

CBP will provide DEA with LPR data collected by CBP and DEA will provide CBP with LPR data collected by DEA at regular intervals and in a manner specified in a separate, service-level agreement between the Parties.

5.2. *Use of LPR data*

Each Party's use of data shared, pursuant to this MOU, will be in accordance with the purposes stated in this MOU and any applicable laws and regulations.

DHS and DOJ are authorized to incorporate and disseminate LPR data received from each other into documents such as reports, affidavits, legal process, case files, and analytical products.

6. *CONFIDENTIALITY*

6.1. *Access*

The Parties will limit access to any LPR data received, pursuant to this MOU, to only those authorized personnel who have a need to know in the performance of their official duties.

6.2. *Dissemination*

Except as otherwise provided below, data received pursuant to this MOU will not be disseminated outside of DHS or DOJ without the express prior-written consent of the providing Party, unless dissemination is required by U.S. law or regulation.

The Parties agree that any LPR data provided by the other Party, or analytical product containing such data, will be de-conflicted jointly by the staff of both Parties (B)(7)(E) at the (B)(7)(E) or any successor entity designated by both parties, before any operational action is taken on the basis of the data or product.

The dissemination of LPR data received under this MOU to Federal, state, and local law enforcement and prosecutors in the performance of their official duties is permitted under this MOU where otherwise in conformance with applicable law. Non-Party recipients of LPR data disseminated under this MOU will be instructed to coordinate and de-conflict any resulting operational activity through (B)(7)(E)

Furthermore, the dissemination of LPR data to intelligence, operations, and fusion centers, including the (B)(7)(E) is permitted under this MOU where otherwise in conformance with applicable law.

The dissemination set forth above will be expressly conditioned upon the receiving authority's compliance with the terms of this MOU and regarding the treatment and handling of the LPR data.

### *6.3 Third Party Requests*

When a Party receives a request, including requests under the Freedom of Information Act or the Privacy Act, from a third party not otherwise covered by the MOU for data received under this MOU, that Party will ensure that it does not adjudicate the request on behalf of the providing Party.

Upon receiving such requests, the receiving Party will consult with the Party that provided the LPR data of how to respond to the request and, if appropriate, will refer the request to the providing Party for response.

### *6.4. Data Markings*

All LPR data shared pursuant to this MOU must contain markings identifying the providing agency and the nature of the data. Based on these markings and the nature of the data provided, the receiving agency will be required to apply appropriate handling and safeguarding measures as required by law and applicable policy.

## *7. DATA SECURITY, RETENTION, AND INTEGRITY*

### *7.1. Safeguards*

The Parties agree to maintain administrative, technical, and physical safeguards appropriate to the sensitivity of, and designed to appropriately protect, the LPR data shared under this Agreement against loss, theft, or misuse, as well as unauthorized access, disclosure, copying, use, modification, storage, or deletion in accordance with the Federal Information Security Management Act (FISMA) and any applicable Privacy Act system of records notices. These safeguards must include audit capabilities that identify the LPR data the Parties disseminated pursuant to section 6.2 of this MOU, and a point of contact within the entity receiving the LPR data to provide audit information.

## *7.2. Retention*

The Parties will destroy LPR data received under this MOU two years after receipt, unless the data is moved to and maintained in a system that is governed by an alternate destruction schedule. In the event that LPR data is maintained in a Privacy Act system or systems of records, the data shall be maintained, shared, and used in accordance with the applicable Privacy Act System of Records Notice(s).

## *7.3. Unauthorized Activity Reporting*

Where there has been or may have been unauthorized access, disclosure, copying, use, modification, storage, or deletion of data received under this MOU, the Party discovering the unauthorized activity will promptly report to, and consult with, the other Party through the points of contact identified herein, in accordance with each Party's incident reporting policies.

## *8. COSTS*

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Unless otherwise agreed to in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.

## *9. POINTS OF CONTACT*

The following individuals, and their successors, shall be the point of contact for each Party regarding the implementation, amendment or termination of this MOU:

(B)(6), (B)(7)(C) Director, Office of Field Operations, CBP

(B)(6), (B)(7)(C) Associate Chief Enforcement, Office of Border Patrol, CBP

(B)(6), (B)(7)(C) Deputy Assistant Administrator, DEA

(B)(6), (B)(7)(C) Chief of Financial Operations, DEA

## *10. SEVERABILITY*

Nothing in this MOU is intended to conflict with current law or regulation or the policies of DHS and DOJ. If a term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

*11. EFFECT ON OTHER AUTHORITIES*

Nothing in this MOU is intended to restrict the authority of either Party to act as provided by law, statute, or regulation, or to restrict either Party from administering or enforcing any laws within its authority or jurisdiction.

*12. EFFECTIVE DATE*

The terms of this MOU will become effective upon signature by both Parties.

*13. MODIFICATION*

This MOU may be modified in writing upon the mutual-written consent of the Parties.

*14. TERMINATION*

Either Party may terminate this MOU upon thirty (30) days written notice to the other Party. In the event of termination, all provisions regarding the protection of LPR data received under this MOU, including data privacy, retention, and confidentiality, remain in effect as long as either Party remains in possession of any LPR data received under this MOU from the other Party.

*15. NO PRIVATE RIGHTS CREATED*

This MOU does not create any right or benefit, substantive or procedural, enforceable in law or in equity, against the United States, its departments, agencies, or other entities, its officers, employees, or any other person.

(B)(6), (B)(7)(C)

Alan D. Bersin  
Commissioner  
U.S. Customs and Border Protection  
U.S. Department of Homeland Security

(B)(6), (B)(7)(C)

Michele Leonhart  
Acting Administrator  
U.S. Drug Enforcement Administration  
U.S. Department of Justice